



## TERMS & CONDITIONS ("Agreement")

Effective March 13, 2020

Atlas Distributions, (N. I.) LTD Independent Brand Promoters Agreement

### ACCEPTANCE OF TERMS THROUGH USE

This is a legally binding agreement between you (or simply referred to as "Promoter," "IBP," "you," or "Your") and Atlas Distributions (N. I.) LTD , DBA ATLAS (or simply referred to as "ATLAS," "Company," "we," or "us") about your use of the Atlas website (<https://atlasandbeyond.com/> and related websites, applications and services, such as our Back Office website, replicated sites, and mobile applications, collectively, the "Site"). Your use of the Site means that you have read, understand, and agree to the following terms and conditions, including those incorporated by reference ("Terms of Use"). Please read these Terms of Use carefully before you use the Site. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MUST NOT USE OR MUST STOP USING THE SITE IMMEDIATELY. Please check this Agreement periodically for changes as the owner of this site, ATLAS, reserves the right to revise this Agreement without notice. In the event of a change to this Agreement, your continued use of this site following the posting of any changes constitutes acceptance of such changes. The Company reserves the right to terminate a User's use of this site at any time without notice and may do so for any breach of this Agreement.

**In accordance with the Terms and Conditions contained in this Agreement, I hereby submit my application to become an Independent Brand Promoter with Atlas Distributions (N. I.) LTD, and hereby state and agree as follows:**

You must be 18 years of age or older to enter into this Agreement. This Agreement becomes effective on the date signed/clicked by you and received and accepted by the Company.

### LICENSE TO USE THIS SITE

Upon your agreement, Company hereby grants you a non-exclusive, non-transferable limited license to use this site in strict accordance with the terms and conditions in this Agreement. You agree not to make any false or fraudulent statements as you use this site. You acknowledge and agree that all content and services available on this site are property of the Company and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally. All rights not expressly granted herein are fully reserved by the Company, its advertisers and licensors. You agree to pay for any and all purchases and services using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorneys fees resulting from any non-payment.

Information in the Site is subject to change without notice. In addition, ATLAS may make changes to the products described on the Site and prices for such products at any time without notice. Information regarding ATLAS products and services is applicable only in the United States, unless otherwise noted. Some products and services may not be available in certain areas. ATLAS makes no representation that the Materials (defined below) included in the Site are appropriate or available for use in countries other than the United States. Those who do access the Site from other countries are solely responsible for compliance with local laws of that country.

**ATLAS & BEYOND CORPORATE**

11 River St, Newry. Co. Down, Northern Ireland, BT34 2DQ • +442031296288

[www.atlasandbeyond.com](http://www.atlasandbeyond.com)

Upon acceptance of this Agreement, I understand that I will become an IBP of the Company and will be eligible to participate in the selling and distribution of the Company's goods and services globally and receive commissions globally in connection with such sales in accordance with the Company's Policies and Procedures and Compensation Plan.

You understand that as an IBP, you are not guaranteed any income, nor are you assured of any profit or success. You understand that under the Compensation Plan you can only earn compensation upon the sales of the Company's goods and services. You agree that you are responsible for all of your own business expenses in connection with your activities as an IBP.

You further certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an IBP, and that you have not relied upon any such guarantees from any source in making the decision to apply to become an IBP and to agree to these Terms and Conditions. You understand that your success as an IBP comes from retail sales, servicing customers, and the development of a sales organization through which to increase sales. You understand and agree that you will make no statements, disclosures, or representations in selling the Company's goods and services or in the sponsoring of other IBPs other than those contained in approved Company materials.

You understand that as an IBP, you are an independent contractor, not an agent, employee, or franchisee of the Company. You are not authorized to bind the Company nor incur any obligation on behalf of the Company. You further understand and agree that you will not be treated as an employee for federal or state tax purposes. Nor will you be treated as an employee for purposes of the Federal Unemployment Act, the Federal Insurance Contributions Act, the Social Security Act, any State Unemployment Act, or State Employment Security Act, or any other State or Federal employment related laws. You understand and agree that you are responsible to pay all applicable federal and state income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

#### **LICENSE RESTRICTIONS, USE**

Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this site. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, database or directory without written permission from the Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

In the event that ATLAS may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board and the like on the Site, ATLAS is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. ATLAS will fully cooperate with any law enforcement authorities or court order requesting or directing ATLAS to disclose the identity of anyone posting any such information or materials.



## **SECURITY**

**You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that the Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.**

To access or use some portions of the Site, you may be asked to register for and maintain an active user account. During account registration, you must choose a username and password that will be unique to your user account. Account registration requires you to submit to us certain personal information, which may include without limitation, your name, age, date of birth, address, and mobile phone number. You acknowledge and agree that this information (excluding your unique username and password) may be used and disclosed by us in accordance with our Privacy Policy. Please read our Privacy Policy to review how information about you is collected, used, stored, shared and kept secure. By agreeing to these Terms of Use and/or by using the Site, you are also agreeing to the Privacy Policy and consenting to all actions taken by us with respect to your information in compliance with the Privacy Policy. The Privacy Policy (and any subsequent amendments thereto) is incorporated by reference into these Terms of Use.

It is a condition of your use of the Site that all the information you provide on the Site is at all times correct, current and complete. We may suspend or terminate your right to use the Site for any reason and at any time in our sole discretion, including the discovery of false or misleading data or other information that you provided. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures (collectively, "Security Information"), you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your Security Information. You are solely responsible for maintaining the confidentiality of your Security Information, and you are solely responsible for all use of your Security Information or account, whether or not authorized by you. We cannot and will not be liable for any loss or damage arising from your failure to comply with these Terms of Use. You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third party.

We have the right to disable any Security Information or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our own discretionary finding, you have violated any provision of these Terms of Use.

## **EXPORT**

You agree that you shall comply with all applicable export and import control laws and regulations in your use of this site, or materials or services received through this site, and, in particular, you shall not export or re-export anything on or received through this site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

## **ERRORS AND CORRECTIONS**

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we'll verify it for you.



## **LINKS TO OTHER WEBSITES**

Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site.

## **USER'S LICENSE GRANT TO SITE**

Except with regard to personal information, all information which you post on this site or communicate to the Company through this site (collectively "Submissions") shall forever be the property of the Company. The Company shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without copy, the Company shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

## **USER CONDUCT**

By using features of this site that allow you to post or otherwise transmit information to or through this site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

- A. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, sexually explicit or graphic, or otherwise in violation of this site's rules or policies;
- B. infringes any patent, trademark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- C. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- D. impersonates any person or entity, including any employee or representative of this site, its licensors or advertisers.
- E. To access or attempt to access any other user's account and/or use any other user's Security Information;
- F. To engage in high-pressure selling or cross-recruiting of an IBP;
- G. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm ATLAS or users of the Site or expose them to liability;
- H. If you are an IBP, to engage in any other conduct prohibited by the IBP Agreement and/or IBP Policies.



You further agree to refrain from any of the following:

- A. Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- B. Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- C. Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
- D. Use any device, software or routine that interferes with the proper working of the Site;
- E. Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful;
- F. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- G. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack or h. Otherwise attempt to interfere with the proper working of the Site.

You also agree that you shall not harvest or collect information or data of any kind about the users of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger.

This site generally does not pre-screen, monitor, or edit the content posted by users of this site. However, this site and its agents have the right, at their sole discretion, to remove any content that, in this site's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This site is not liable for any failure, delay, damages or results, in removing such content.

You agree that your use of this site may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of this site may disclose your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this site for such disclosure.



## **PAYMENT**

ATLAS or its payment processing partner may collect payment from you through the Site for your purchase of goods or services. You acknowledge and agree that:

- A. You will use only credit cards or other payment means which you are duly and fully authorized to use;
- B. You will only provide payment related information that is accurate and correct and will continue to be accurate and correct;
- C. In the event you dispute any fees chargeable or charged through our Site, you will resolve such dispute in accordance with these Terms of Use; and
- D. By submitting payment through the Site, you accept the terms of use and privacy policy of our payment processing partner with respect to those payments.

**IN NO EVENT WILL ATLAS OR OUR PAYMENT PROCESSING PARTNER BE RESPONSIBLE IF ATLAS OR OUR PAYMENT PROCESSING PARTNER ARE UNABLE TO COMPLETE A TRANSACTION FOR ANY REASON.**

## **INTELLECTUAL PROPERTY RIGHTS**

- A. The trademark ATLAS and other trademarks displayed on the Site are registered and/or unregistered trademarks of ATLAS. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on the Site, or any license or right to use any other trademark owned by any other third party. You shall not use ATLAS's trademarks without the prior written permission of ATLAS. In the event that you misuse any trademark in violation of these Terms of Use, ATLAS will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.
- B. You shall assume that all content, materials, designs, text and images (collectively, the "Materials") contained on the Site are copyrighted and may not be used except as provided in these Terms of Use. You may download one copy of the Materials to one computer for your personal and non-commercial home use provided you do not change any copyright, trademark or other proprietary notice. If you modify or use the Materials for any other purpose, you will be violating the intellectual property rights of ATLAS. ATLAS neither warrants nor represents that your use of the Materials will not infringe rights of third parties not affiliated with ATLAS. Any unauthorized use of the Materials is strictly prohibited and is a violation of the rights of ATLAS and/or third parties, including, without limitation, under copyright laws, trademark laws, the laws of privacy and publicity.
- C. The Site may provide you with an opportunity to communicate with us. Please be aware that any communication, whether it be suggestions, ideas, graphics, or other material, to ATLAS through the Site or otherwise will be treated as non-confidential and non-proprietary. Anything you submit, transmit, or post becomes the property of ATLAS and ATLAS is free to use any ideas, concepts, suggestions, graphics, photography, or know-how contained in any communication for any purpose whatsoever, whether commercial or noncommercial, without payment of any compensation to you.
- D. You shall not upload, post or otherwise make available on the Site, any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. You will indemnify ATLAS and its officers, directors, members, employees, agents and independent contractors for any claims by third parties of infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission of material by you.



### **THIRD PARTY SITES**

You may be transferred to online merchants or other third party sites through links or frames from this site. You are cautioned to read their Terms and Conditions and/or Privacy Policies before using such sites. These sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. These other sites are not under the control of the Company and are not monitored or reviewed by the Company. The inclusion of such a link or frame does not imply endorsement of this site by the Company, its advertisers or licensors, any association with its operators and is provided solely for your convenience. You agree that the Company and its licensors have no liability whatsoever from such third party sites and your usage of them.

### **DISCLAIMER OF WARRANTIES**

The Company, its advertisers and licensors make no representation or warranties about this site, the suitability of the information contained on or received through use of this site, or any service or products received through this site. All information and use of this site are provided "as is" without warranty of any kind. The Company, advertisers and/or its licensors hereby disclaim all warranties without regards to this site, the information contained or received through use of this site, and any services or products received through this site, including all express, statutory, and implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The Company, advertisers and/or its licensors do not warrant that the contents or any information received through this site are accurate, reliable or correct; that this site will be available at any particular time or location; that any defects or errors will be corrected; or that the contents of any information received through this site is free of viruses or other harmful components. Your use of this site is solely at your risk. User agrees that it has relied on no warranties, representations or statements other than in this agreement. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to User but shall apply to the maximum extent permitted by law of your jurisdiction.

### **LIMITATION OF LIABILITY**

ATLAS, its affiliates (including any parent or subsidiary companies), licensors, and service providers, and its and their respective officers, directors, members, employees, agents, independent contractors, and any successors and assigns, shall not be liable for any direct, incidental, consequential, indirect or punitive damages, including but not limited to, damages for loss of profits, revenues, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), or any other damages whatsoever, arising out of or related to:

- a) your access to, or use of, or browsing the site, or downloading of any materials, data, text, images, video or audio from the site, including, without limitation, damage to, or viruses that may infect, your computer equipment or other property as a result thereof;
- b) the use or the inability to use the site;
- c) the cost of procurement of substitute goods and service resulting from any goods, data, information, or service purchased or obtained or transactions entered into through or from the site;
- d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of any third party on the site; or (f) any other matter relating to the site. the foregoing limitation of liability shall apply to the maximum extent permitted by law.

### **LIMITATION OF TIME TO FILE CLAIMS**

Any cause of action or claim you may have arising out of or in any way connected with this agreement or the site must be commenced within one (1) year after the cause of action accrues otherwise such cause of action or claim is permanently barred.



## **MONETARY CAP**

To the fullest extent permitted by applicable law, in no event will Atlas, its affiliates (including any parent or subsidiary companies), licensors, and service providers, and its and their respective officers, directors, members, employees, agents, independent contractors, and any successors and assigns, have any liability arising from or related to your use of or inability to use the site or the content and services for direct damages in amounts that in the aggregate exceed \$1,000. The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether such damages were foreseeable, or Atlas was advised of the possibility of such damages.

## **CLASS ACTION WAIVER**

You agree that disputes between you and us will be resolved in accordance with these terms of use and you waive your right to participate in a class or collective action lawsuit, or class or collective arbitration. If applicable law does not allow for any disclaimer or limitations of liability set forth in these Terms of Use, the disclaimer or limitation shall be deemed modified solely to the extent necessary to comply with applicable law. This Section (Disclaimer of Warranty and Limitation of Liability) will survive the termination or expiration of these Terms of Use. This Section is in addition to any disclaimers and/or limitations of liability in the IBP Agreement, if applicable.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this site, or any services, information or products from this site, or any violation of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company in asserting any available defenses.

## **SUSPENSION OR TERMINATION OF ACCESS**

In its sole and absolute discretion, with or without notice to you, ATLAS may suspend or terminate your access to or use of the Site, terminate your account or remove and discard anything transmitted by you, or information stored, sent, or received from you via the Site for any reason, including, but not limited to:

- a) Any unauthorized access to or use of the Site;
- b) Any violation of these Terms of Use or, if applicable, any underlying agreements with Atlas;
- c) Tampering with or alteration of any of the software or data files contained in, or accessed through, the Site;
- d) If Atlas determines in its sole discretion that you have used or are using the Site in or for any fraudulent or illegal purpose, including if you are engaged in suspicious activity or Atlas determines that your continued use of the Site would cause Atlas to violate any applicable law or would place Atlas at material risk of suffering any sanction, penalty or liability; or
- e) If your actions or omissions create an immediate threat or may cause material harm to any person or organization.

You may request to terminate your account for any reason by emailing Atlas at [support@atlasandbeyond.com](mailto:support@atlasandbeyond.com). ATLAS shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of your access rights to the Site. Termination or suspension of your access rights to the Site shall not affect any right or relief to which ATLAS may be entitled, at law or in equity.



## **LEGAL COMPLIANCE**

Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity under a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

I agree that upon a breach of this Agreement that the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that if the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.

The Company shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

## **CHOICE OF LAW AND FORUM**

This site (excluding third party linked sites) is controlled by the Company from its offices within the State of Texas, United States of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from Texas, by accessing this site, both you and the Company agree that the statutes and laws of the State of Texas shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regards to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of the State Courts of Dallas County, Texas, and any legal proceedings shall be conducted in English. The Company makes no representation that materials on this site are appropriate or available for use in other locations and accessing them from territories where their contents are illegal is prohibited.

## **SEVERABILITY**

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

## **ASSIGNMENT**

Atlas shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms of Use without any notification or consent required by you. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms of Use.

## **USER COMMUNICATIONS**

Your express consent to marketing and non-marketing communications. By providing us with your contact information and using the Site, you expressly acknowledge and agree that ATLAS, and other individuals and entities connected to the Site, may contact you. You may be contacted through the Site or by e-mail, telephone, or text messages (including by an automatic telephone dialing system and/or an artificial or prerecorded voice message system at any of contact information provided by you, including cell phone numbers, or on your behalf in connection with a ATLAS account)). You expressly consent to be contacted for any reason, including (but not limited to) sending you notices, communications, reminders, and information to you about these Terms of Use, the Site, products and for marketing purposes, and in response to any inquiries that you make to ATLAS, or submissions that you may send to ATLAS. **Message**



**and data rates charged by your cell phone company may apply.** We are not responsible for any data transmission fees. You may receive multiple messages per day and you authorize the delivery of detailed messages to the contact information associated with your account. These communications may not be secure and not encrypted. Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they are susceptible to possible interception by a third party. You understand that you are not required to provide consent to receive automated text messages and calls for marketing purposes as a condition of purchasing any property, goods, or services in connection with your use of the Site. You also understand that you may opt out of receiving such automated text messages from ATLAS at any time, either by replying to the text message with the word "STOP" or by going to [compliance@atlasandbeyond.com](mailto:compliance@atlasandbeyond.com).

If you have opted in to receive special offers from ATLAS via email, text message, or otherwise, you can unsubscribe via the links provided in the email, text message, or otherwise at any time or by contacting us at [compliance@atlasandbeyond.com](mailto:compliance@atlasandbeyond.com). By opting in to receive special offers from us, you also consent to receiving, from time to time, text messages or emails which may include alerts, promotions, offers, polls, and giveaways.

ATLAS may, in its sole discretion, create referral or promotional codes ("Promo Codes") that may be redeemed for discounts on future services or the services of third party service providers, or other features or benefits related to the Site and the services of third party service providers, subject to any additional terms that Atlas establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by ATLAS; (iii) may be disabled by ATLAS at any time for any reason without liability to ATLAS; (iv) may only be used pursuant to the specific terms that ATLAS establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. ATLAS reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Atlas determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of ATLAS's Terms of Use.

## **MISCELLANEOUS**

This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law and held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

**This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.**



**ENTIRE AGREEMENT**

These terms of use, the privacy policy and, if applicable, the IBP agreement (including the IBP policies and compensation plan) set forth the entire understanding and agreement between you and ATLAS with respect to the site. You acknowledge that any other agreements between you and ATLAS with respect to the site are superseded and of no force or effect.

DATED: \_\_\_\_\_, 2020

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Atlas Distributions (N. I.) LTD

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Agent \_\_\_\_\_, IBM

